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Attorneys for Defendant
**CENTERRA INTEGRATED FLEET
SERVICES, LLC**

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SAMUEL ACOSTA,
Plaintiff,
vs.

CONSTELLIS, LLC, CENTERRA
INTEGRATED FLEET SERVICES,
LLC; and DOES 1 thru 50, inclusive,
Defendants.

CASE NO. 2:25-cv-06026-FLA-MAA

**STIPULATED PROTECTIVE
ORDER**

Plaintiff Samuel Acosta (“Plaintiff”) and Defendant Centerra Integrated Fleet Services, LLC (“Centerra” or “Defendant”), by and through their respective counsel of record, stipulate as follows:

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

2. GOOD CAUSE STATEMENT

This action is likely to involve medical records, trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, Plaintiff’s private medical records, Defendant’s confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information

otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and to serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

3. **DEFINITIONS**

- 3.1. Action: this pending federal lawsuit, styled as *Samuel Acosta v. Constellis, LLC, et al.*, Case No. 2:25-cv-06026-FLA-MAA.
- 3.2. Challenging Party: A Party or Nonparty that challenges the designation of information or items under this Stipulated Protective Order.
- 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.
- 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as their support staff).
- 3.5. Designating Party: A Party or Nonparty that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

- 1 3.6. Disclosure or Discovery Material: All items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained
3 (including, among other things, testimony, transcripts, and tangible
4 things), that is produced or generated in disclosures or responses to
5 discovery in this matter.
- 6 3.7. Expert: A person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its
8 counsel to serve as an expert witness or as a consultant in this Action.
- 9 3.8. In-House Counsel: Attorneys who are employees of a party to this
10 Action. In-House Counsel does not include Outside Counsel of Record
11 or any other outside counsel.
- 12 3.9. Nonparty: Any natural person, partnership, corporation, association, or
13 other legal entity not named as a Party to this action.
- 14 3.10. Outside Counsel of Record: Attorneys who are not employees of a
15 party to this Action but are retained to represent or advise a party to this
16 Action and have appeared in this Action on behalf of that party or are
17 affiliated with a law firm which has appeared on behalf of that party,
18 and includes support staff.
- 19 3.11. Party: Any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, In-House Counsel, and
21 Outside Counsel of Record (and their support staffs).
- 22 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
23 Discovery Material in this Action.
- 24 3.13. Professional Vendors: Persons or entities that provide litigation support
25 services (e.g., photocopying, videotaping, translating, preparing
26 exhibits or demonstrations, and organizing, storing, or retrieving data in
27 any form or medium) and their employees and subcontractors.
28

1 3.14. Protected Material: Any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL.”

3 3.15. Receiving Party: A Party that receives Disclosure or Discovery
4 Material from a Producing Party.
5

6 **4. SCOPE**

7 The protections conferred by this Stipulated Protective Order cover not only
8 Protected Material, but also (1) any information copied or extracted from Protected
9 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
10 and (3) any testimony, conversations, or presentations by Parties or their Counsel
11 that might reveal Protected Material.

12 Any use of Protected Material at trial shall be governed by the orders of the
13 trial judge. This Stipulated Protective Order does not govern the use of Protected
14 Material at trial.
15

16 **5. DURATION**

17 Once a case proceeds to trial, all of the information that was designated as
18 confidential or maintained pursuant to this Stipulated Protective Order becomes
19 public and presumptively will be available to all members of the public, including
20 the press, unless compelling reasons supported by specific factual findings to
21 proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*
22 *v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
23 (distinguishing “good cause” showing for sealing documents produced in discovery
24 from “compelling reasons” standard when merits-related documents are part of court
25 record). Accordingly, the terms of this Stipulated Protective Order do not extend
26 beyond the commencement of the trial.
27
28

1 **6. DESIGNATING PROTECTED MATERIAL**

2 6.1. Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Nonparty that designates information or items for
4 protection under this Stipulated Protective Order must take care to limit
5 any such designation to specific material that qualifies under the
6 appropriate standards. The Designating Party must designate for
7 protection only those parts of material, documents, items, or oral or
8 written communications that qualify so that other portions of the
9 material, documents, items, or communications for which protection is
10 not warranted are not swept unjustifiably within the ambit of this
11 Stipulated Protective Order.

12 Mass, indiscriminate, or routinized designations are prohibited.
13 Designations that are shown to be clearly unjustified or that have been
14 made for an improper purpose (e.g., to unnecessarily encumber the case
15 development process or to impose unnecessary expenses and burdens
16 on other parties) may expose the Designating Party to sanctions.

17 6.2. Manner and Timing of Designations.

18 Except as otherwise provided in this Stipulated Protective Order
19 (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered,
20 Disclosure or Discovery Material that qualifies for protection under this
21 Stipulated Protective Order must be clearly so designated before the
22 material is disclosed or produced.

23 Designation in conformity with this Stipulated Protective Order
24 requires the following:

- 25 (a) For information in documentary form (*e.g.*, paper or electronic
26 documents, but excluding transcripts of depositions or other
27 pretrial or trial proceedings), that the Producing Party affix at a
28 minimum, the legend “CONFIDENTIAL” to each page that

1 contains protected material. If only a portion or portions of the
2 material on a page qualifies for protection, the Producing Party
3 also must clearly identify the protected portion(s) (*e.g.*, by
4 making appropriate markings in the margins).

5 A Party or Nonparty that makes original documents
6 available for inspection need not designate them for protection
7 until after the inspecting Party has indicated which documents it
8 would like copied and produced. During the inspection and
9 before the designation, all of the material made available for
10 inspection shall be deemed “CONFIDENTIAL.” After the
11 inspecting Party has identified the documents it wants copied and
12 produced, the Producing Party must determine which documents,
13 or portions thereof, qualify for protection under this Stipulated
14 Protective Order. Then, before producing the specified
15 documents, the Producing Party must affix the legend
16 “CONFIDENTIAL” to each page that contains Protected
17 Material. If only a portion or portions of the material on a page
18 qualifies for protection, the Producing Party also must clearly
19 identify the protected portion(s) (*e.g.*, by making appropriate
20 markings in the margins).

21 (b) For testimony given in depositions, that the Designating Party
22 identify the Disclosure or Discovery Material on the record,
23 before the close of the deposition, all protected testimony.

24 (c) For information produced in nondocumentary form, and for any
25 other tangible items, that the Producing Party affix in a
26 prominent place on the exterior of the container or containers in
27 which the information is stored the legend “CONFIDENTIAL.”
28 If only a portion or portions of the information warrants

1 protection, the Producing Party, to the extent practicable, shall
2 identify the protected portion(s).

3 6.3. Inadvertent Failure to Designate.

4 If timely corrected, an inadvertent failure to designate qualified
5 information or items does not, standing alone, waive the Designating
6 Party's right to secure protection under this Stipulated Protective Order
7 for such material. Upon timely correction of a designation, the
8 Receiving Party must make reasonable efforts to assure that the
9 material is treated in accordance with the provisions of this Stipulated
10 Protective Order.
11

12 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 7.1. Timing of Challenges.

14 Any Party or Nonparty may challenge a designation of
15 confidentiality at any time that is consistent with the Court's
16 Scheduling Order.

17 7.2. Meet and Confer.

18 The Challenging Party shall initiate the dispute resolution
19 process, which shall comply with Local Rule 37.1 et seq., and with
20 Section 4 of Judge Audero's Procedures ("Mandatory Telephonic
21 Conference for Discovery Disputes").¹

22 7.3. Burden of Persuasion.

23 The burden of persuasion in any such challenge proceeding shall
24 be on the Designating Party. Frivolous challenges, and those made for
25 an improper purpose (e.g., to harass or impose unnecessary expenses
26

27 ¹ Judge Audero's Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 and burdens on other parties) may expose the Challenging Party to
2 sanctions. Unless the Designating Party has waived or withdrawn the
3 confidentiality designation, all parties shall continue to afford the
4 material in question the level of protection to which it is entitled under
5 the Producing Party's designation until the Court rules on the
6 challenge.

7
8 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

9 **8.1. Basic Principles.**

10 A Receiving Party may use Protected Material that is disclosed
11 or produced by another Party or by a Nonparty in connection with this
12 Action only for prosecuting, defending, or attempting to settle this
13 Action. Such Protected Material may be disclosed only to the
14 categories of persons and under the conditions described in this
15 Stipulated Protective Order. When the Action reaches a final
16 disposition, a Receiving Party must comply with the provisions of
17 Section 14 below.

18 Protected Material must be stored and maintained by a
19 Receiving Party at a location and in a secure manner that ensures that
20 access is limited to the persons authorized under this Stipulated
21 Protective Order.

22 **8.2. Disclosure of "CONFIDENTIAL" Information or Items.**

23 Unless otherwise ordered by the Court or permitted in writing by
24 the Designating Party, a Receiving Party may disclose any information
25 or item designated "CONFIDENTIAL" only to:

- 26 (a) The Receiving Party's Outside Counsel of Record, as well as
27 employees of said Outside Counsel of Record to whom it is
28 reasonably necessary to disclose the information for this Action;

- 1 (b) The officers, directors, and employees (including In-House
2 Counsel) of the Receiving Party to whom disclosure is
3 reasonably necessary for this Action;
- 4 (c) Experts of the Receiving Party to whom disclosure is reasonably
5 necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 7 (d) The Court and its personnel;
- 8 (e) Court reporters and their staff;
- 9 (f) Professional jury or trial consultants, mock jurors, and
10 Professional Vendors to whom disclosure is reasonably
11 necessary or this Action and who have signed the
12 “Acknowledgment and Agreement to be Bound” (Exhibit A);
- 13 (g) The author or recipient of a document containing the information
14 or a custodian or other person who otherwise possessed or knew
15 the information;
- 16 (h) During their depositions, witnesses, and attorneys for witnesses,
17 in the Action to whom disclosure is reasonably necessary
18 provided: (i) the deposing party requests that the witness sign
19 the “Acknowledgment and Agreement to Be Bound” (Exhibit
20 A); and (ii) the witness will not be permitted to keep any
21 confidential information unless they sign the “Acknowledgment
22 and Agreement to Be Bound,” unless otherwise agreed by the
23 Designating Party or ordered by the Court. Pages of transcribed
24 deposition testimony or exhibits to depositions that reveal
25 Protected Material may be separately bound by the court
26 reporter and may not be disclosed to anyone except as permitted
27 under this Stipulated Protective Order; and
28

- (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 10.1. Application.

4 The terms of this Stipulated Protective Order are applicable to
5 information produced by a Nonparty in this Action and designated as
6 “CONFIDENTIAL.” Such information produced by Nonparties in
7 connection with this litigation is protected by the remedies and relief
8 provided by this Stipulated Protective Order. Nothing in these
9 provisions should be construed as prohibiting a Nonparty from seeking
10 additional protections.

11 10.2. Notification.

12 In the event that a Party is required, by a valid discovery request,
13 to produce a Nonparty’s confidential information in its possession, and
14 the Party is subject to an agreement with the Nonparty not to produce
15 the Nonparty’s confidential information, then the Party shall:

- 16 (a) Promptly notify in writing the Requesting Party and the
17 Nonparty that some or all of the information requested is subject
18 to a confidentiality agreement with a Nonparty;
19 (b) Promptly provide the Nonparty with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s),
21 and a reasonably specific description of the information
22 requested; and
23 (c) Make the information requested available for inspection by the
24 Nonparty, if requested.

25 10.3. Conditions of Production.

26 If the Nonparty fails to seek a protective order from this Court
27 within fourteen (14) days after receiving the notice and accompanying
28 information, the Receiving Party may produce the Nonparty’s

1 confidential information responsive to the discovery request. If the
2 Nonparty timely seeks a protective order, the Receiving Party shall not
3 produce any information in its possession or control that is subject to
4 the confidentiality agreement with the Nonparty before a determination
5 by the Court. Absent a court order to the contrary, the Nonparty shall
6 bear the burden and expense of seeking protection in this Court of its
7 Protected Material.

8
9 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party immediately must (1) notify in
13 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
14 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
15 persons to whom unauthorized disclosures were made of all the terms of this
16 Stipulated Protective Order, and (4) request such person or persons to execute the
17 “Acknowledgment and Agreement to be Bound” (Exhibit A).

18
19 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
20 **PROTECTED MATERIAL**

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other protection,
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
25 may be established in an e-discovery order that provides for production without
26 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
27 as the parties reach an agreement on the effect of disclosure of a communication or
28 information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the Stipulated Protective Order submitted
2 to the Court.

3
4 **13. MISCELLANEOUS**

5 13.1. Right to Further Relief.

6 Nothing in this Stipulated Protective Order abridges the right of
7 any person to seek its modification by the Court in the future.

8 13.2. Right to Assert Other Objections.

9 By stipulating to the entry of this Stipulated Protective Order, no
10 Party waives any right it otherwise would have to object to disclosing
11 or producing any information or item on any ground not addressed in
12 this Stipulated Protective Order. Similarly, no Party waives any right to
13 object on any ground to use in evidence of any of the material covered
14 by this Stipulated Protective Order.

15 13.3. Filing Protected Material.

16 A Party that seeks to file under seal any Protected Material must
17 comply with Local Rule 79-5. Protected Material may only be filed
18 under seal pursuant to a court order authorizing the sealing of the
19 specific Protected Material at issue. If a Party's request to file Protected
20 Material under seal is denied by the Court, then the Receiving Party
21 may file the information in the public record unless otherwise
22 instructed by the Court.

23
24 **14. FINAL DISPOSITION**

25 After the final disposition of this Action, within sixty (60) days of a written
26 request by the Designating Party, each Receiving Party must return all Protected
27 Material to the Producing Party or destroy such material. As used in this
28 subdivision, "all Protected Material" includes all copies, abstracts, compilations,

1 summaries, and any other format reproducing or capturing any of the Protected
2 Material. Whether the Protected Material is returned or destroyed, the Receiving
3 Party must submit a written certification to the Producing Party (and, if not the same
4 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
5 (by category, where appropriate) all the Protected Material that was returned or
6 destroyed and (2) affirms that the Receiving Party has not retained any copies,
7 abstracts, compilations, summaries or any other format reproducing or capturing any
8 of the Protected Material. Notwithstanding this provision, Counsel is entitled to
9 retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing
10 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
11 reports; attorney work product; and consultant and expert work product, even if such
12 materials contain Protected Material. Any such archival copies that contain or
13 constitute Protected Material remain subject to this Stipulated Protective Order as
14 set forth in Section 5.

15 **15. VIOLATION**

16 Any violation of this Stipulated Order may be punished by any and all
17 appropriate measures including, without limitation, contempt proceedings and/or
18 monetary sanctions.

19
20 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

21
22 DATED: November 25, 2025

**LIANE LY LAW
KINGSLEY SZAMET EMPLOYMENT
LAWYERS**

23
24
25 By: /s/ Liane Katzenstein Ly (with permission)
26 Liane Katzenstein Ly
27 Eric B. Kingsley
28 Jessica Adlouni
Attorneys for Plaintiff SAMUEL ACOSTA

1 DATED: November 25, 2025

McGUIRE WOODS LLP

2
3 By: /s/ Julianne G. Park

4 Sabrina A. Beldner

Julianne G. Park

5 Attorneys for Defendant CENTERRA

INTEGRATED FLEET SERVICES, LLC

6
7 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

8
9 Dated: 11/25/2025

10 
Maria A. Audero

United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
_____ [address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issued by the
United States District Court for the Central District of California on _____
[date] in the case of *Samuel Acosta v. Constellis, LLC, et al.*, Case No. 2:25-cv-
06026-FLA-MAA. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order, and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full name]
of _____ [address and telephone number]
as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Signature: _____

Printed Name: _____

Date: _____

City and State Where Sworn and Signed: _____